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to him, and secure its fruits, while prosecuting an appeal to reverse such portions as militate against him.

[Ed. Note.—For other cases, see Appeals and Error, Cent. Dig. §§ 979-983; Dec. Dig. § 161.* 1 Va.-W. Va. Enc. Dig. 475.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company and others against W. R. Carpenter, and others. From a judgment for plaintiffs, defendants appeal. Dismissed.

Marvin Smithey and *R. B. Davis*, for appellants.

E. P. Buford and *E. R. Turnbull, Jr.*, for appellees.

CAMP MFG. CO. *v.* CARPENTER.

March 9, 1911.

[70 S. E. 497.]

1. Railroads (§ 64*)—Contract for Right of Way—Requisites of Contract—Certainty.—A contract to convey land for a railroad right of way is not void for uncertainty because it provides that the road can be kept on the land as long as needed.

[Ed. Note.—For other cases, see Railroads, Dec. Dig. § 64.* 11 Va.-W. Va. Enc. Dig. 544; 3 id. 335.]

2. Vendor and Purchaser (§ 231*)—Bona Fide Purchasers—Notice—Records.—A contract to convey land, if recorded within 10 days from its date as required by Code 1904, § 2457, is valid as to a subsequent purchaser, and he takes title with constructive notice, though his deed is recorded first.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 513-539; Dec. Dig. § 231.* 11 Va.-W. Va. Enc. Dig. 685.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company against W. R. Carpenter. From a decree for defendant, plaintiff appeals. Reversed.

E. P. Buford and *E. R. Turnbull, Jr.*, for appellant.

Marvin Smithey and *R. B. Davis*, for appellee.

FORD et al. *v.* CHELF.

March 9, 1911.

[70 S. E. 500.]

1. Fraudulent Conveyances (§ 101*)—Relationship between Parties.—Relationship is not a badge of fraud, but a transaction be-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.